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CITY OF SAN JOSÉ and  
CITY COUNCIL OF SAN JOSÉ

FILED  
MAR 30 2016  
DAVID H. YAMASAKI  
Chief Dep. Clerk  
Superior Court of CA County of Santa Clara  
J. Floresca

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

THE PEOPLE OF THE STATE OF  
CALIFORNIA ex rel. SAN JOSÉ POLICE  
OFFICERS' ASSOCIATION,

Plaintiff,

v.

CITY OF SAN JOSÉ and CITY COUNCIL  
OF SAN JOSÉ,

Defendants.

Case No.: 1-13-CV-245503

EXEMPT FROM FEES (GOV. CODE § 6103)

~~[PROPOSED]~~ STIPULATED JUDGMENT AND  
ORDER

Complaint Filed: April 29, 2013

Trial Date: None Set

In this action, Plaintiff San José Police Officers' Association ("SJPOA") filed a Verified Complaint in *Quo Warranto* against Defendants City of San José and City Council of San José ("City") (collectively, "the Parties") on April 29, 2013, alleging various defects in bargaining over the pension reform ballot measure (Resolution No. 76158) that subsequently became known as Measure B. The Court has been advised that, after extensive negotiations, the Parties have reached a Settlement Framework and Agreement of this action and related proceedings, and has received Stipulated Facts and Proposed Findings executed by the Parties, pursuant to the Settlement Framework and Agreement. The Court, having considered the Stipulated Facts and Proposed Findings and the other papers and pleadings filed, and good cause existing therefor, hereby issues the following as its Stipulated Judgment and Order herein.

Factual Findings of the Court

1. The California Supreme Court has held that a charter city (such as the City of San José) must comply with the meet and confer requirements of the Meyers-Milias-Brown Act ("MMBA") – which govern relations between local public agency employers and local public employee organizations – before placing an initiative measure on the ballot that would affect matters within the scope of the Act.

2. It is clear from the Parties' submissions and recitations of the relevant facts that the Parties did, in fact, meet and exchange proposals over a period of several months, reaching an agreed-upon impasse on October 31, 2011.

3. The MMBA's "duty to bargain requires the public agency to refrain from making unilateral changes in employees' wages and working conditions until the employer and employee association have bargained to impasse .... " If an impasse exists, however, it may be broken, and the duty to bargain revived, by a change in circumstances that suggests that bargaining may no longer be futile.

4. In this case, the issue is whether impasse existed and, if so, whether it had been broken by post-impasse ballot changes made by the City and whether the City Council should have negotiated further with SJPOA prior to placing the matter before the voters.

Conclusions

1. Here, both Parties met and conferred in good faith before reaching an agreed-upon impasse on October 31, 2011.


2. However, continued modification of the proposed ballot language after impasse – including concessions made by the City – created a further obligation to meet and confer before placing Measure B on the ballot.

3. The City's failure to do so is deemed to be a procedural defect significant enough to declare null and void Resolution 76158, which placed Measure B on ballot.

1 Based on the foregoing, IT IS ORDERED that Resolution 76158, which placed Measure B on  
2 ballot, is null and void due to a procedural defect in bargaining.

3 IT IS FURTHER ORDERED that Measure B was not properly placed before the electorate and it  
4 and all of its provisions are therefore invalid.

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6  
7 Dated: 3.15.16

  
Hon. Beth A.R. McGowen  
Judge of the Santa Clara County Superior Court

Judge Beth McGov